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EXAMINER

COLBERT, ELLA

ART UNIT PAPER NUMBER

3624

DATE MAILED: 03/09/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/349,517

Applicant(s)

MCDONALD ET AL.

Examiner

Ella Colbert

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MLW

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 08 December 2003.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-3 and 12-64 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-3 and 12-64 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date 22.
- 4) ☒ Interview Summary (PTO-413)
Paper No(s)/Mail Date 24.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____.

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DETAILED ACTION

1. Claims 1-3 and 12-64 are pending. Claims 12, 28, 32, 41, 53, 60, 61, and 63 and the Specification and drawing figures have been amended in this communication filed 12/08/03 entered in part as Amendment F, paper no. 23. The portion of the Amendment not entered is
2. The Copy of the letter from a lawyer to one of the inventors, giving a legal opinion about RESPA compliance with respect to loan settlement, dated June 18, 1998 is acknowledged and has been entered with Amendment F filed 12/08/03, paper no, 23.
3. The amendment to the drawings has been reviewed and approved.
4. The Specification has been amended so extensively that a substitute Specification is required.
5. The amendments to the claims have overcome the Objections to the Claims and is hereby withdrawn.

Specification

6. The Specification is objected to because the number or nature of the amendments of the application papers renders it difficult to arrange the papers for printing or copying, the Office may require the entire Specification, including the claims, or any part thereof, be rewritten. (a) A substitute specification, excluding the claims, may be filed at any point up to payment of the issue fee if it is accompanied by:
(1) A statement that the substitute specification includes no new matter; and (2) A marked up version of the substitute specification showing all the changes (including the matter being added to and the matter being deleted from) to the specification of record.

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Numbering the paragraphs of the specification of record is not considered a change that must be shown pursuant to this paragraph. The paragraphs of any substitute specification, other than the claims, should be individually numbered in Arabic numerals so that any amendment to the specification may be made by replacement paragraph in accordance with § 1.121(b)(1). A substitute specification filed under 37 CFR 1.125(a) must only contain subject matter from the original specification and any previously entered amendment under 37 CFR 1.121. If the substitute specification contains additional subject matter not of record, the substitute specification must be filed under 37 CFR 1.125(b). Correction is required. See MPEP § 608.01(b).

Claim Objections

7. Claims 12 and 41 are objected to for the following informalities:
8. Amended Claims 12 and 41 are objected to because: It is unclear whether Applicants' mean "Restructions" in claim 12 or "Restrictions" in claim 41? For examination purposes, the Examiner assumes the Applicants mean "Restrictions". Clarification and correction is required.

Claim Rejections - 35 USC § 103

9. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

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10. The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148

USPQ 459 (1966), that are applied for establishing a background for determining

obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

11. This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

12. Claims 1-2, 32, 34, are rejected under 35 U.S.C. 103(a) as being unpatentable (US 5,995,947) Fraser et al, hereafter Fraser over (US 5,940,812) Tengal et al, hereafter Tengal.

As per claim I, Fraser teaches, A data processing system for managing the origination of a mortgage loan by a loan originator in coordination with a loan broker for a loan customer, comprising: means for collecting data regarding the loan customer not previously possessed by the loan originator (col. 2, lines 12-20 and col. 9, lines 35-45); wherein the loan originator provides services necessary for the origination of the mortgage loan and not duplicative of services provided by the loan broker (col. 9, lines

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53-67 and col. 10, lines 1-15); and wherein the loan originator is not the loan broker (col. 10, lines 16-21, col. 6, lines 20-25, and col. 7, lines 21-23 (broker and lender comparison)).

Fraser fails to teach, means for generating disclosure documents regarding the mortgage loan and the already possessed data and the not previously possessed data regarding the loan customer; and means for transferring the loan application to the loan broker. Tengel teaches, means for generating disclosure documents regarding the mortgage loan and the already possessed data and the not previously possessed data regarding the loan customer (col. 8, lines 37-67 and col. 9, lines 1-3); and means for transferring the loan application to the loan broker (col. 9, lines 23-65 and col. 10, lines 1-19). It would have been obvious to one having ordinary skill in the art at the time the invention was made to have a means for generating disclosure documents regarding the mortgage loan and the already possessed data and the not previously possessed data regarding the loan customer; and means for transferring the loan application to the loan broker and to modify in Fraser because such a modification would allow Fraser to have a system that allows Fraser to download to a consumer terminal a web-page that includes a borrower loan application form and to check the validity of the data before it is sent to the server.

With respect to claim 32, Fraser and Tengel further teach a computerized method of managing the origination of a mortgage loan by a loan originator in coordination with a loan broker for a loan customer. Fraser teaches, a computer in col. 3, lines 12-16 and Tengel teaches, a computer in col. 4, lines 60-64. Therefore it would

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have been obvious to one having ordinary skill in the art to have a computer to perform the method steps of claims 1 and 32 because the usage of a computer is a means of modernizing what was once a manual method and process.

As per claim 2, Fraser teaches, The data processing system recited in claim 1, further comprising: means for transferring data from a remote computer system to the data processing system (col. 6, lines 63-67 and col. 10, lines 35-61); and means for incorporating the transferred data into the loan application (col. 9, lines 37-52).

With respect to claim 34, this dependent claim is rejected for the similar rationale as given above for claim 2.

13. Claims 3- 24, 30, 43-48, and 55 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fraser and Tengel in view of (US 6,192,347) Graff.

As per claim 3, Fraser teaches, The data processing system recited in claim 1, further comprising: means for ordering at least one required legal document for the mortgage loan (col. 3, lines 63-67 and col. 4, lines 16-21).

As per claim 12, Fraser and Tengel fail to teach, The data processing system recited in Claim 3, wherein the required legal document is a member of the collection comprising: a preliminary title report, a Covenants, Conditions, and Restrictions (CC and R), and a homeowners association certificate.

Graff teaches, wherein the required legal document is a member of the collection comprising: a preliminary title report, a Convenants, Conditions, and Restrictions (CC and R), and a homeowners association certificate (col. 11, lines 17-27). It would have been obvious to one having ordinary skill in the art at the time the invention was made

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to have the required legal document as a member of the collection comprise a preliminary title report, a Covenants, Conditions, and Restrictions (CC and R), and a homeowners association certificate and to modify in Fraser and Tengel because such a modification would allow Fraser and Tengel to have a title to a term of interest in a property and a separate title to a remainder interest in the property.

As per claim 13, Fraser teaches, The data processing system recited in Claim 2, means for transferring data from the remote computer system is further comprised of means for transferring data from a credit reporting computer system regarding the loan customer to the data processing system (col. 5, lines 23-30).

As per claim 14, Fraser and Tengel fail to teach, The data processing system recited in Claim 2, means for transferring data from the remote computer system is further comprised of: means for requesting a report from an inspection agency regarding the loan application; and means for transferring the data from the inspection agency regarding the requested report to the data processing system.

Graff teaches, The data processing system recited in Claim 2, means for transferring data from the remote computer system is further comprised of: means for requesting a report from an inspection agency regarding the loan application (col. 16, lines 35-55); and means for transferring the data from the inspection agency regarding the requested report to the data processing system (col. 16, lines 55-67 and col. 17, lines 1-9). It would have been obvious to one having ordinary skill in the art at the time the invention was made to have means for transferring data from the remote computer system is further comprised of: means for requesting a report from an inspection agency

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regarding the loan application; and means for transferring the data from the inspection agency regarding the requested report to the data processing system and to modify in Fraser because such a modification would allow Fraser to have a system to have a disclosure document for securities law purposes for the securitized remainder real estate component.

As per claim 15, Fraser and Tengel fail to teach, The data processing system recited in Claim 14, wherein the inspection agency is a flood certification company, and the requested report determines whether the property is in a special flood hazard zone.

Graff teaches, wherein the inspection agency is a flood certification company, and the requested report determines whether the property is in a special flood hazard zone (col. 172, lines 49-67 and col. 173, lines 1-25). It would have been obvious to one having ordinary skill in the art at the time the invention was made to have the inspection agency to be a flood certification company, and the requested report determines whether the property is in a special flood hazard zone and to modify in Fraser and Tengel because such a modification would allow Fraser and Tengel to know if there are any hazards such as flooding that would affect the insurance rate.

As per claim 16, Fraser teaches, The data processing system recited in Claim 1, further comprising: means for configuring the data processing system to act as the loan originator computer (col. 6, lines 5-13 and lines 20-25).

As per claim 17, Fraser teaches, The data processing system recited in Claim 16, wherein the means for configuring the data processing system is further comprised of at least one member of the collection comprising: means for determining whether the

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loan originator needs a license (col. 6, lines 20-33); and means for aiding a licensed loan originator in where to hang the license (col. 6, lines 42-51).

As per claim 18, Fraser fails to teach, The data processing system recited in Claim 1, wherein the means for generating the loan application is further comprised of: means for translating from a loan originator's database to import information into the loan application.

Tengel teaches, wherein the means for generating the loan application is further comprised of: means for translating from a loan originator's database to import information into the loan application (col. 8, lines 37-49).

Fraser teaches, wherein the loan originator is not a loan officer (col. 7, lines 26-67 and col. 8, lines 1-5); and wherein the loan originator's database is not a loan officer's database (col. 2, lines 15-46). It would have been obvious to one having ordinary skill in the art at the time the invention was made to have a means for translating from a loan originator's database to import information into the loan application and to modify in Fraser because such a modification would allow Fraser to download to a consumer terminal a we-page that includes a borrower loan application form.

As per claims 19 and 43, Fraser fails to teach, The data processing system recited in Claim 18, wherein the loan originator's database includes a personal finance database of the loan customer.

Tengel teaches, wherein the loan originator's database includes a personal finance database of the loan customer (col. 5, lines 12-19). It would have been obvious to one having ordinary skill in the art at the time the invention was made to have the

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loan originator's database include a personal finance database of the loan customer and to modify in Fraser because such a modification would allow Fraser to have a specification of borrower attributes stored into a database.

As per claims 20, 30, 44, and 55, Fraser fails to teach, The data processing system recited in Claim 19, wherein the loan originator is the loan customer.

Tengel teaches, wherein the loan originator is the loan customer (col. 7, lines 1-19). It would have been obvious to one having ordinary skill in the art at the time the invention was made to have the loan originator as the loan customer and to modify in Fraser because such a modification would allow Fraser to place the loan acceptance criteria in the database.

As per claims 21 and 47, Fraser fails to teach, The data processing system recited in Claim 1, wherein the loan originator is the loan customer; and wherein loan customer has access to the data processing system through a member of the collection comprising:an employer of the loan customer.

Fraser and Tengal failed to teach, a club to which the loan customer is a member, an organization to which the loan customer is a member, a church group to which the loan customer is a member, a school to which a child of the loan customer attends, and a sports group to which the loan customer is a member. It would have been obvious to one having ordinary skill in the art at the time the invention was made to have a club to which the loan customer is a member, an organization to which the loan customer is a member, a church group to which the loan customer is a member, a school to which a child of the loan customer attends, and a sports group to which the

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loan customer is a member and to modify in Fraser and Tengal because these are simply attributes that are required of a person applying for a loan at certain financial institutions and mortgage companies.

Tengal teaches, The data processing system recited in Claim 1, wherein the loan originator is the loan customer; and wherein loan customer has access to the data processing system through a member of the collection comprising: an employer of the loan customer (col. 7, lines 1-19 and lines 20-28). It would have been obvious to one having ordinary skill in the art at the time the invention was made to have wherein the loan originator is the loan customer; and wherein loan customer has access to the data processing system through a member of the collection comprising: an employer of the loan customer and to modify in Fraser because such a modification would allow Fraser to have borrower attributes that a borrower must possess to qualify for a lender's offered loan.

As per claims 22 and 45, Fraser teaches, The data processing system recited in Claim 1, wherein the means for collecting data not already possessed is further comprised of means for data entry making assumptions that require a minimum data fields be entered by the loan originator (col. 3, lines 46-67 and col. 5, lines 34-44). Fields are inherent to a relational database as is well known in the database art.

As per claims 23 and 46, Fraser teaches, The data processing system recited in Claim 1, wherein the means for generating the loan application is further comprised of means for determining which forms are appropriate to the loan application. (col. 1, lines 22-46).

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As per claims 24 and 48, Fraser and Tengel fail to teach, The data processing system recited in Claim 1, wherein the disclosure documents include a notice disclosure statement further including an estimate of the loan origination fee to be paid to the loan originator.

Graff teaches, wherein the disclosure documents include a notice disclosure statement further including an estimate of the loan origination fee to be paid to the loan originator (col. 16, lines 35-54). It would have been obvious to one having ordinary skill in the art at the time the invention was made to have the disclosure documents include a notice disclosure statement further including an estimate of the loan origination fee to be paid to the loan originator and to modify in Fraser and Tengel because such a modification would allow Fraser and Tengel to have a disclosure document for securities law purposes.

14. Claims 25-28, 31, 33, 49-54, 56-59, and 62-64 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fraser, Tengel, and Graff in view of Dictionary of Business Terms.

As per claims 25 and 50, Fraser fails to teach, The data processing system recited in Claim 1, further comprising: means for analyzing the financial market to determine when there is financial advantage to refinancing a current loan. It would have been obvious to one having ordinary skill in the art at the time the invention was made to have a means for analyzing the financial market to determine when there is financial advantage to refinancing a current loan and to modify in Fraser because such a

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modification would allow Fraser to know the percentage rate and whether it is worth refinancing a current loan to lower the payments.

As per claims 26 and 51, Fraser teaches, The data processing system recited in Claim 1, wherein the loan originator is not the loan customer (col. 2, lines 12-31).

As per claims 27, 52, and 62, Fraser failed to teach, The data processing system recited in Claim 26, wherein the loan originator is at least one member of the collection comprising: a real estate broker, a real estate agent, a home builder, an FSBO, and a relocation company.

The Dictionary of Business Terms teaches, a real estate broker (page 566), a real estate agent (page 566), a home builder, an FSBO (page 252), and a relocation company. These terms are all well known in the business art and it would have been obvious for a skilled artisan to modify in Fraser because being a member of this collection would entitle Fraser to arrange for the sale or purchase of property for a buyer or seller in return for a commission and to have a state license.

As per claims 28, 53, and 63, Fraser did not teach, The data processing system recited in Claim 26, wherein the loan originator is at least one member of the financial planning professional collection comprising: a financial planner, a CPA, a dealer, a broker and a dealer, a stock broker, an insurance agent, an insurance broker and agent and an attorney.

The Dictionary of Business Terms teaches, the financial planning professional collection comprising: a financial planner (page 257), a CPA (page 98), a dealer (page 68 and page 164) , a broker and dealer (page 51) a stock broker (page

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576), an insurance agent and broker (page 341 and 342), and an attorney. These are well known in the business art and it would have been obvious to modify in Fraser because such a modification would allow Fraser to be an employee of a stock exchange member broker/dealer who acts as an account executive for clients.

As per claims 29, 54, and 64, Fraser fails to teach, The data processing system recited in Claim 26, wherein the loan originator is a member of the financial institution collection comprising a bank, a savings and loan, a thrift, and a credit union. The Dictionary of Business Terms teaches, financial institution collection comprising a bank (page 50), a savings and loan (page 609), a thrift (page 694), and a credit union (page 154). These are well known in the business art and it would have been obvious to modify in Fraser because such a modification would allow Fraser to be able to issue loans and credit.

As per claims 31 and 58, Fraser failed to teach, The data processing system recited in Claim 1, further comprising a computer accessing memory containing at least one program implementing the means recited in Claim 1. A memory is inherent to any computer system even though it is not specifically stated in Fraser.

As per claim 33, Fraser teaches, The method of claim 32, further comprising the step of the loan originator operating a computer as a loan originator computer (col. 3, lines 12-16 and fig. 1 (130 & 120)).

As per claims 49, 56, and 59, Fraser teaches, The loan origination fee as a product of the process recited in Claim 48 (col. 1, lines 10-46).

Response to Arguments

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15. Applicant's arguments filed 12/08/03 have been fully considered but they are not persuasive. The following are the issues according to the Examiner's analysis.

Issue no. 1: Applicants' argue: Fraser does not disclose and does not teach a loan originator, distinct from the loan broker, performing necessary services, which are not duplicative of the loan broker, for the origination of a loan has been considered but is not persuasive. Response: It is interpreted that the borrower is the loan originator since the borrower provides the information to the lender as seen in fig. 2 and further described in col. 2, lines 12-20, col. 6, lines 20-25, and col. 7, lines 21-23 (broker and lender comparison), col. 9, lines 35-45 and lines 53-67, and col. 10, lines 1-21.

Issue no. 2: Applicants' argue: the elements of claims 1 and 32 of the invention are not accidental, but as indicated by the attached copy of a letter from a lawyer to one of the inventors, was an intentional, researched, and necessary part of the invention and the Applicants' submit that neither Fraser not Tengel teach or suggest these limitations and they cannot be combined to provide them has been considered but is not persuasive. Response: In response to Applicants' argument that there is no suggestion to combine the references, the Examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, Fraser teaches, a loan originator distinct from the loan broker performing necessary

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services which are not duplicative of the loan broker for the origination of a loan has been discussed above in Issue no. 1. *Supra*.

Issue no. 3: Applicants' argue: Applicants' did not find a mention of a required legal document is a member of the collection comprising: a preliminary title report, a Covenant, Condition and Restriction (CC and R), and a homeowners association certificate in the cited text of Graff has been considered but is not persuasive.

Response: Graff does teach a title report (specifically, col. 11, lines 21-25) and a homeowners association certificate (col. 106, lines 62-63). Graff fails to teach, a Covenant and a Condition and Restriction, but it would have been obvious to one having ordinary skill in the art at the time the invention was made to have a Covenant and a Condition and Restriction because is defined as a promise written into DEEDS and other instruments agreeing to performance or nonperformance of certain acts, or requiring or preventing certain uses of the property, for example, Deed covenants are often used to: maintain a land parcel in a specified use such as residential, enforce architectural and design standards, control the Density of future development, and prohibit certain practices, such as the sale of liquor. A condition is defined as a provision in a contract that some or all terms of the contract will be altered or cease to exist upon a certain event, for example, if a house is destroyed by fire before closing, the buyer is not obligated to complete the purchase or if a loan that is described as a condition cannot be arranged, the buyer is not required to complete the transaction and may receive a refund of any EARNEST MONEY and a Restriction is defined as a limitation placed upon the use of property, contained in the DEED or other written

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INSTRUMENT in the CHAIN of TITLE or in local ORDINANCES pertaining to the land use, for example, the ownership of property is subject several restrictions. A deed COVENANT may restrict the development alternatives, as may a local ZONING ORDINANCE. EASEMENTS may restrict the use of parts of the property. LIENS may restrict sales. BUILDING codes may restrict construction practices.

Issue no. 4: Applicants' argue: Applicants find that none of these references, nor the cited dictionary references, taken singly or in combination, teach or suggest the matter of independent claims 1 and 32 and the cited prior art, whether taken singly or in combination, fail to teach or suggest the matter of the dependent claims has been considered but is not persuasive. Response: In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, it is interpreted that Fraser teaches, a loan originator, a loan broker with the loan originator providing services for the origination of the loan and not duplicative services provided by the loan broker, Tengel teaches, generating disclosure documents regarding the loan and transferring the loan application to the loan broker, and Graff teaches, a title report and a homeowners association certificate, and the cited dictionary references teach the limitations of Applicants' invention.

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Conclusion: The Examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). It is assumed that which is not taught in the reference/references relies to some extent on the knowledge of persons skilled in the art to complement that which is known and the skilled artisan is presumed to know something more about the art than only what is disclosed in the applied reference/references.

Sources of Rationale Supporting a Rejection under 35 U.S.C. 103: Rationale may be in a reference, or reasoned from common knowledge in the art, scientific principles, art-recognized equivalents, or legal precedent. See MPEP 2144.

The Examiner carefully drew up a correspondence of each of Applicants' claimed limitations, one or more referenced passages in Fraser, Tengel, Graff, and what is well known in the art and what is obvious to one having ordinary skill in the art at the time the invention was made.

The Examiner is entitled to give the claim limitations their broadest reasonable interpretation in light of the Specification (see below):

2111 Claim Interpretation; Broadest Reasonable Interpretation [R-1]

>CLAIMS MUST BE GIVEN THEIR BROADEST REASONABLE INTERPRETATION

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During patent examination, the pending claims must be "given the broadest reasonable interpretation consistent with the specification." Applicant always has the opportunity to amend the claims during prosecution and broad interpretation by the examiner reduces the possibility that the claim, once issued, will be interpreted more broadly than is justified. In re Prater, 162 USPO 541,550-51 (CCA 1969)<.

Conclusion

16. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Inquiries

17. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Ella Colbert whose telephone number is 703-308-7064. The examiner can normally be reached on Monday-Thursday from 6:30 am -5:00 pm.

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If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Vincent Millin can be reached on 703-308-1038. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).



E. Colbert
March 1, 2004



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